

PERSONAL TRAINER TERMS & CONDITIONS

Section 1 – Client's agreement

Client's name (herein referred to as 'client'):

Trainer's name (herein referred to as 'trainer')

1. The client's participation in any assessments and future exercise is voluntary. Before commencement, all aspects of the programme will be fully explained to the client.
2. The client is free to deny or withdraw their consent at any time.
3. It is the client's full responsibility to inform the trainer of any changes to their physical and medical condition, or difficulties they perceive or experience.
4. The client is requested to voice any concerns, reservations or doubts and to ask for clarification or an explanation. Questions regarding future procedures, risks or benefits are also encouraged.
5. The client consents to being aware of their own health and physical condition. The client understands that participation in this programme and any fitness-testing procedures or assessments may be injurious to the client's health. The client is voluntarily participating in an exercise and nutrition programme written by the trainer. In having this knowledge, the client thereby releases the trainer and the trainer's representatives, agents, employees and successors from liability for accidental injury, illness or death which may occur as a result of participating in the said programme. The client hereby assumes all risks connected therewith and consents to participate in said programme.
6. The trainer accepts no liability for any damage or loss to a client's personal property brought into the premises and being used by the trainer.
7. The trainer is not responsible for any closure of the premises used for personal training but will endeavour to find a suitable replacement with reasonable notice.
8. All sessions cancelled by the client within 24 hours of the session's start time will be charged:
 - a. Where the client has cancelled the session up to one hour before the session was due to commence, the trainer will try to accommodate the client for this session either on the day the session is cancelled, the day the session was due to take place or the day after the session was due. All movement of sessions that falls within the late cancellation period remains at the discretion of the trainer.
 - b. The trainer will not move a session to a day where the client has already booked a session, unless the client agrees to be charged for both sessions. This includes where the future session falls outside of the 24-hour period – these sessions cannot be cancelled free of charge and replaced by a late cancelled session.
 - c. If the client cannot attend the session that has been offered, they will still be charged. All moved sessions should be agreed upon up to one hour before the start of the original session.
 - d. A session that has already been cancelled within a 24 hour period of the session start time and moved cannot be late cancelled and moved for a second time.
 - e. If the client cancels within one hour of the start of the session, they will be charged for the session and will not have the opportunity to move the session.
 - f. The time slot for any session that has been late cancelled will be offered to other clients and the client will no longer be entitled to that time slot.
9. Clients who miss a session without informing the trainer before the start of the session that they will not be attending will be charged in full for the session. They will not be offered the opportunity to move the session. This is deemed as a 'no show'.



- 10.** All session cancellations must be made by phone call or by email. Texting – or communication by other means – to inform the trainer of a cancelled session will not be deemed as cancelling a session. This will result in the client incurring a charge for the session.
- 11.** Any pre-purchased block sessions must be used within one year of the initial payment date. Refunds are only applicable when: illness inhibits continuation (a doctor's certificate is required); or the client relocates outside of a reasonable commute to the venue.
- 12.** The trainer will provide the client due care and attention at all times. The client will be given every opportunity to receive the bookings and services they require.
- 13.** The trainer expects the client's attention while training. Any intimidating, disrespectful or violent behaviour may lead to the client being ejected from the premises, with no recourse for refund of monies already paid.
- 14.** Clients who regularly cancel their sessions and hold prime booking slots may have pre-booked sessions re-arranged and/or cancelled by the trainer. Clients will be notified of this at least one week in advance of any changes.
- 15.** The purchase of any course or product is deemed acceptance of these Terms & Conditions.

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